

**ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING**

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partners, **Nebraska Department of Labor's Employment Services/Wagner Peyser, Disabled Veterans Outreach Program, Veterans Employment Program and NAFTA and Trade Adjustment Assistance Program**, which hereinafter may be referred to respectively as **ES, DVOP, VE and NAFTA/TAA** for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and ES, DVOP, VE and NAFTA/TAA to delineate their respective cost allocation and resource sharing agreements, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

- 1. Direct partner costs for rent are represented in a separate lease between the City of Lincoln and the Nebraska Department of Labor.**
- 2. The one stop partners, (ES, DVOP, VE and NAFTA/TAA), as separately funded entities, agree that each shall contribute an equal share of system costs, among all WIA partners, for the one stop delivery system for the following items:**

Cost: System costs defined below are to be shared equally. When a cost is billed to the one stop partner by the City of Lincoln, an itemized billing statement of actual costs shall be provided and the one stop partner shall pay for items within 30 days of receipt of the request for payment.

Board Operations: There are 14 One Stop partners identified in the MOU serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment to be made to the City of Lincoln on a quarterly basis. A single representative may represent multiple partners. Board operation costs include costs for board meetings, committee meetings, materials, postage, phone, copying and printing.

- 3. The one stop partners, ES, DVOP, VE and NAFTA/TAA, agree to utilize NWAS system software for registration purposes at all computer terminals at the One Stop Career Center utilized by ES, DVOP, VE and NAFTA/TAA. The Department of Labor, through the NWAS Steering Committee on an annual basis, will determine the user fee.**

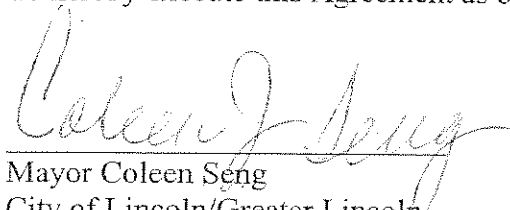
- 4. Responsibility for Funds:** Each one stop partner is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its' or its officers', employees' or agents' actions or omissions under or relating to this Agreement.

6. **Term:** This Agreement shall be in effect for the period beginning July 1, 2004 and ending on June 30, 2005. This agreement may be renewed for a period of up to(two) additional one year terms.

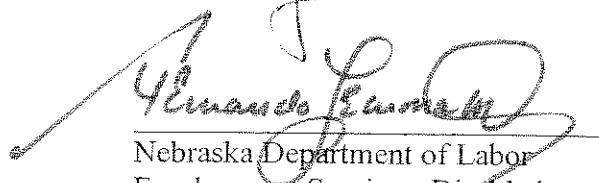
7. **Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

8. **Capacity:** The undersigned person representing ES, DVOP , VE and NAFTA/TAA does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind ES, DVOP, VE and NAFTA/TAA to this Agreement.

IN WITNESS WHEREOF, ES, DVOP, VE and NAFTA/TAA and Mayor Coleen Seng, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 12th day of July, 2004.

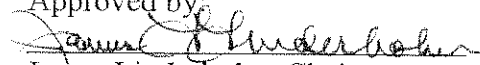


Mayor Coleen Seng
City of Lincoln/Greater Lincoln
Workforce Investment Board



Nebraska Department of Labor
Employment Services, Disabled
Veterans Outreach Program,
Veterans Employment,
NAFTA/TAA
Fernando Lecuona III,
Commissioner of Labor

Approved by:



James Linderholm, Chair

Greater Lincoln Workforce Investment Board

**ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES**

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Nebraska Department of Labor's Employment Services/Wagner Peyser, Disabled Veterans Outreach Program, Veterans Employment Program and NAFTA and Trade Adjustment Assistance Programs** which hereinafter may be respectively referred to as **ES, DVOP, VE and NAFTA/TAA** for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and ES, DVOP, VE and NAFTA/TAA to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, ES, DVOP, VE and NAFTA/TAA each agree to contribute to the delivery of the following core services in the local one stop system:

- a. Determine whether individuals are eligible to receive assistance under the respective programs of Wagner-Peyser, Disabled Veterans, Veterans Employment and NAFTA/TRADE ADJUSTMENT.
- b. Outreach, Common NWS General Information Sheet and Orientation to the services, available at the One Stop Career Center.
- c. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs.
- d. Provide job search and placement assistance, customer testing and, where appropriate, career counseling.
- e. Provide employment statistics information and labor information relating to local, regional and national labor market areas, including job vacancy listings, job skills necessary to obtain the listed jobs, and information related to local occupations in demand and the earnings and skill requirements for such occupations.
- f. Providing information on the availability of supportive services.
- g. Employer services including writing and posting job orders, matching qualified job seekers to job openings and providing interviewing space is a core service only of Employment

Services/Wagner Peyser.

2. Delivery of Core Services

The core services listed above shall be delivered by the one stop partners Employment Services, DVOP, VE and NAFTA/TAA in the following manner:

Service: a. Determine whether individuals are eligible to receive assistance under Wagner-Peyser, DVOP, VE and NAFTA/TAA.

Method of delivery: ES, DVOP, VE and NAFTA/TAA staff located at the One Stop will make determinations for their respective programs through an interview process

Where the service will be provided: By ES, DVOP, VE and NAFTA/TAA staff located at the One Stop Career center, 1010 N Street, Lincoln, Nebraska.

Method of referral: One Stop staff will direct Wagner-Peyser, Disabled Veterans, Veteran Employment, and NAFTA/TAA applicants to the appropriate ES, DVOP, VE and NAFTA/TAA staff at the One Stop Center.

Service: b. Outreach, Common NWS General Information Sheet and Orientation to the services available at the One Stop Employment Solutions Center

Method of Delivery:

Informational Outreach: ES, DVOP, VE and NAFTA/TAA will provide marketing materials, brochures and information regarding employment services, disabled veterans, veterans employment and NAFTA/Trade Adjustment Assistance Programs to be dispersed to all partners, tenants of the One Stop Center and eligible clients where appropriate and will participate and be listed on all printed materials regarding One Stop Services. ES, DVOP, VE and NAFTA/TAA will provide information describing the one stop system and the partner programs and agree to distribute customer surveys as directed by the LWIB Board.

Common NWS General Information Sheet: The Common NWS General Information Sheet is a form of pre-registration for One Stop Services which can coordinate referrals to all appropriate partners. ES and NAFTA/TAA will provide staffing for the Common NWS General Information Sheet process at the One Stop registration desk.

Orientation: ES, DVOP, VE and a NAFTA/TAA staff person will be available to do orientations for their respective applicants regarding their respective services available at the One Stop Career Center.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

Service: c. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs.

Method of Delivery: An initial assessment will be conducted by ES, DVOP, VE and NAFTA/TAA staff to make an initial determination of the customers skill and needs.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

Service: d. Provide job search and placement assistance and, where appropriate, career counseling.

Method of Delivery: ES, DVOP, VE and NAFTA/TAA staff will provide self service job search opportunities in the resource room.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

Service: e. Provide employment statistics information and labor information relating to local, regional and national labor market areas, including job vacancy listings, job skills necessary to obtain the listed jobs, and information related to local occupations in demand and the earnings and skill requirements for such occupations.

Method of Delivery: ES, DVOP, VE and NAFTA/TAA staff will provide labor market information in their resource room and through personal staff time with customers.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

Service: f. Providing information on the availability of supportive services.

Method of Delivery: ES, DVOP, VE and NAFTA/TAA staff will provide information on supportive services, including at a minimum, on child care and transportation available in the local area and referral to such services where appropriate.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

Service: g. Providing employer services including writing and posting job orders, matching qualified job seekers to job openings and providing interviewing space.

Method of Delivery: ES staff will provide employer services to employers in the Greater Lincoln service delivery area.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

3. Method of Referral: The One Stop Partners have agreed in the umbrella MOU to provide for the referral of individuals for services by use of a common general information sheet, administered through the NWAS system, which will refer individuals to the appropriate partner for needed services.

4. Funding Source/Costs: ES, DVOP, VE and NAFTA/TAA costs of providing the above referenced services through the One Stop Career Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities and insurance costs shall be borne by the partner.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

6. Term: This Agreement shall be in effect for the period beginning on July 1, 2004 and ending on June 30, 2005. This agreement may be renewed for a period of up to (two) additional one year terms.

7. Termination: Any party may withdraw from or terminate this Agreement by adhering to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. Mutual Hold Harmless: Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.

9. Independent Contractor: ES, DVOP, VE and NAFTA/TAA shall perform their core services under this Agreement as an independent contractor. ES, DVOP, VE and NAFTA/TAA have sole and exclusive charge and control of the manner and means of performance. ES,

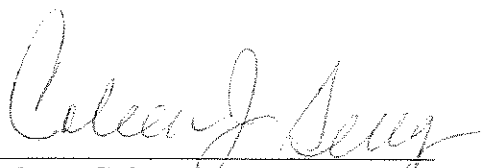
DVOP, VE and NAFTA/TAA, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that ES, DVOP, VE and NAFTA/TAA are not employees of the Greater Lincoln Workforce Investment Board or the City of Lincoln and are not entitled to any City employee benefits.

10. One Stop Management Council: ES, DVOP, VE and NAFTA/TAA, as parties to this agreement, agree to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the One Stop Center.


11. One Stop Center Management: ES, DVOP, VE and NAFTA/TAA, as parties to this agreement, agree to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they don't violate state and federal regulations applicable to ES, DVOP, VE and NAFTA/TAA programs or Nebraska Department of Labor policies.

12. Capacity: The undersigned person representing ES, DVOP, VE and NAFTA/TAA hereby agrees and represents that he or she is legally capable to sign this agreement and to lawfully bind ES, DVOP, VE and NAFTA/TAA to this agreement.

IN WITNESS WHEREOF, Employment Services, DVOP, VE and NAFTA/TAA under the Nebraska Department of Labor and Mayor Coleen Seng, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 6th day of July, 2004.

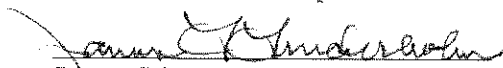


Mayor Coleen Seng
City of Lincoln/Greater Lincoln
Workforce Investment Board



Nebraska Department of Labor
Employment Services, Disabled
Veterans Outreach Program,
Veterans Employment, and
NAFTA/TAA
Fernando Lecuona III,
Commissioner of Labor

Approved by:



James Linderholm, Chair
Greater Lincoln Workforce Investment Board

Jim Linderholm
Chairperson



Mayor Coleen J. Seng
Chief Elected Official

March 9, 2005

GREATER LINCOLN
WORKFORCE INVESTMENT BOARD

Steve Richman
Nebraska Department of Labor-Employment Services
1010 N Street
Lincoln, NE 68508

RE: Attachments A and B to the Memorandum of Understanding between Lincoln Workforce Investment Board and Nebraska Department of Labor's Employment Services/Wagner Peyser, Disabled Veteran's Outreach Program, Veteran's Employment Program, NAFTA and Trade Adjustment Assistance Program, EO #70734

Dear Steve:

In accordance with the terms and conditions of the above referenced Attachments A and B to the Memorandum of Understanding, the City of Lincoln/Greater Lincoln Workforce Investment Board desires to renew said Attachments A and B to the Memorandum of Understanding (MOU) for one (1) additional term beginning July 1, 2005 through June 30, 2006.

It is understood that all terms and conditions of the original Attachments A and B to the Memorandum of Understanding will remain unchanged during the renewal term. For your own information and as a reminder, the Workforce Investment Act of 1998 (PL 105-220) remains in existence until repealed by the federal government. WIA is currently in the process of re-authorization before Congress. It is not clear when re-authorization will be finalized but expenditures under the 1998 Act are authorized through June, 2006. Thus, the terms and conditions of the Attachments are in reference to the current law.

As evidence of your agency's decision to renew the referenced MOU under said terms and conditions, please countersign below. Return three original letters on or before April 15, 2005 for processing care of Jan Norlander-Jensen, City of Lincoln, Urban Development, 808 P Street, Suite 400, Lincoln, NE 68508.

If your agency should choose not to renew this MOU, please state on your letterhead the reasons and return to the City of Lincoln/Greater Lincoln Workforce Investment Board at the above address.

Sincerely,

A handwritten signature in cursive script that reads "Jan Norlander-Jensen".
Jan Norlander-Jensen

Counter Signature:

Nebraska Department of Labor
One Stop Partner Agency Name

402-471-3405

Phone No.

A handwritten signature in cursive script, likely belonging to a representative of the Nebraska Department of Labor.
Signature of Authorized Representative of
One Stop Partner

Commissioner

Title

Date

3/30/05

A handwritten signature in cursive script that reads "Coleen J. Seng".
Mayor Coleen Seng
City of Lincoln

Approved by:

A handwritten signature in cursive script that reads "James Linderholm".
James Linderholm, Chair of Greater Lincoln
Workforce Investment Board